



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
11/19/2021 9:44AM
384521-MO

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
COMPLIANCE ENVIROSYSTEMS, LLC.
FOR

HURRICANE IDA EMERGENCY RECOVERY STORM DRAIN AND SANITARY SEWER SYSTEM DEBRIS
ASSESSMENT AND REHABILITATION SERVICES

WHEREAS the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Hurricane Ida Emergency Recovery Storm Drain and Sanitary System Debris Assessment and Rehabilitation Services. with **Compliance EnviroSystems, LLC**, at the 11/9/2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Hurricane Ida Emergency Recovery Storm Drain and Sanitary System Debris Assessment and Rehabilitation Services.

This **Agreement** is made and entered into on this 9th day of November, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Compliance EnviroSystems, LLC, 1401 Seaboard Dr., Baton Rouge, LA 70810: (225) 279-1483**, represented by Brad L. Dutruch (hereinafter referred to as "**CONTRACTOR**") do hereby enter into this "**Agreement**" under the following terms and conditions.

The Parties recognize, stipulate and agree that Compliance EnviroSystems, LLC, for all purposes under this **Agreement**, an independent **CONTRACTOR** solely responsible for its own means and methods for performance of the work or services stated herein. Compliance EnviroSystems, LLC, shall perform without supervision by the **PARISH** as an independent **CONTRACTOR** and shall not be considered to be an employee, representative, spokesman, agent or servant of the **PARISH** for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the Parties hereto that nothing in this **Agreement** shall impose any duty on, or empower Compliance EnviroSystems, LLC with any authority, that might be interpreted to make Compliance EnviroSystems, LLC a "public employee" under La. R.S. 42:1102. The Parties stipulate that Compliance EnviroSystems, LLC shall not be deemed a "public employee" under La. R.S. 42:1102.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

The work required to complete all tasks shall automatically terminate three (3) years from the date of execution, unless extended by **Amendment**.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this **Agreement** may be extended for one (1) additional two (2) year term, by written Agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities for Sanitary System and Director of Public Works for Storm Drain System**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director(s)** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **CONTRACTOR**.

TERMINATION FOR CONVENIENCE

PARISH may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

NOTICE TO PROCEED

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **CONTRACTOR** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

Compliance EnviroSystems, LLC

Hurricane Ida Emergency Recovery Storm Drain and Sanitary System Debris Assessment and Rehabilitation Services

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other Party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other Party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Brad L. Dutruch Compliance EnviroSystems, LLC 1401 Seabord Dr. Baton Rouge, LA 70810

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Equal Employment Opportunity

During the performance of this **Agreement**, the **CONTRACTOR** agrees to abide by 41 C.F.R. Part 60-1.4(b).

Davis Bacon

Not Applicable for FEMA Public Assistance Grants.

Copeland Anti-Kickback Act

Not Applicable for FEMA Public Assistance Grants.

Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No **CONTRACTOR** or subcontractor contracting for any part of the **Agreement** work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **PARISH** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime **CONTRACTOR**, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime **CONTRACTOR**, such sums as may be determined to be necessary to satisfy any liabilities of such **CONTRACTOR** or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to inventions made under a contract or agreement
Not Applicable for FEMA Public Assistance Grants

Clean Air Act

1. The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The **CONTRACTOR** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The **CONTRACTOR** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The **CONTRACTOR** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The **CONTRACTOR** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The **CONTRACTOR** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This **Agreement** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the **CONTRACTOR** is required to verify that none of the **CONTRACTOR's** principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The **CONTRACTOR** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the **PARISH**. If it is later determined that the **CONTRACTOR** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the **PARISH**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The **CONTRACTOR** agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any **Agreement** that may arise from this offer. The **CONTRACTOR** further agrees to include a provision requiring such

compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds.

Procurement of Recovered Materials

i. In the performance of this **Agreement**, the **CONTRACTOR** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

1. Competitively within a timeframe providing for compliance with the **Agreement** performance schedule.

2. Meeting **Agreement** performance requirements.

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

iii. The **CONTRACTOR** also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The **CONTRACTOR** agrees to provide the **PARISH**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the **CONTRACTOR** which are directly pertinent to this **Agreement** for the purposes of making audits, examinations, excerpts, and transcriptions.

The **CONTRACTOR** agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The **CONTRACTOR** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the **Agreement**.

In compliance with the Disaster Recovery Act of 2018, the **PARISH** and the **CONTRACTOR** acknowledge and agree that no language in this **Agreement** is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

DHS Seal, Logo and Flags

The **CONTRACTOR** shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Changes

No additional changes, enhancements, or modifications to any contract resulting from this BID shall be made without the prior approval of **PARISH**. Any modifications to the provisions of this **Agreement** shall be in writing, signed by all Parties and approved the required authorities.

Compliance EnviroSystems, LLC

Hurricane Ida Emergency Recovery Storm Drain and Sanitary System Debris Assessment and Rehabilitation Services

Changes to the **Agreement** include any change in compensation; beginning/ ending date of the contract; scope of work; and/or **CONTRACTOR** change through the Assignment of **Agreement** process. Any such changes, once approved, will result in the issuance of an amendment to the **Agreement**.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the **Agreement**. The **CONTRACTOR** will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this **Agreement** and is not subject to any obligations or liabilities to the non-Federal entity, **CONTRACTOR**, or any other party pertaining to any matter resulting from the **Agreement**.


Program Fraud and False or Fraudulent Statements or Related Acts

The **CONTRACTOR** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the **CONTRACTOR's** actions pertaining to this **Agreement**.

(SIGNATURES ON FOLLOWING PAGE)


THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:


SIGNATURE

Deshanda Firmin
PRINT NAME

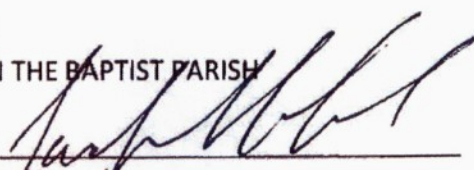
WITNESS:


SIGNATURE

Michael Neisler
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH


By: Jaclyn Hotard
Parish President

CONTRACTOR:

Compliance EnviroSystems, LLC

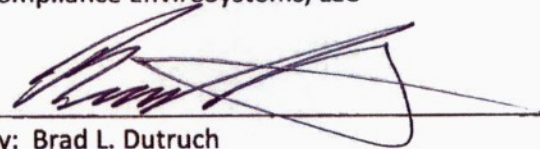

By: Brad L. Dutruch
Member

Exhibit A
Statement of Work

SERVICES

The **CONTRACTOR** shall provide all services listed in the Statement of Work required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**, including attendance by the **CONTRACTOR** at project meetings.

PROJECT DESCRIPTION

The work to be performed on this **Agreement** shall consist of the assessment and rehabilitation of existing storm and sanitary sewer mains including cleaning, television inspection, and dye-water flooding; smoke testing; and cleaning and physical inspection of catch basins, manholes and wet wells; damaged by Hurricane Ida. The cleaning of drainage ditches will also be performed.

CATCH BASIN, MANHOLE AND WET WELL INSPECTIONS

Catch basins, manholes and wet wells will be inspected to locate defects, which are causing or could cause soil erosion and degradation to the storm or sanitary sewer system, and/or other underground utilities, or surface structures, and which are allowing leaks into, or out of the sewer system. 360-degree structure evaluation and zoom camera pipe assessment with GPS data collection

The **CONTRACTOR** shall perform each assessment by locating and identifying each structure, characterizing its components, and classifying it based on its conditions.

During inspections, the structure will be illuminated with high-intensity LED lighting. High-resolution 360 video of each structure will be obtained, capturing both the inside of each structure as well as the area surrounding it. This video shall provide a full illustration of the condition of the structure interior, the pipelines connecting to the structure, as well as the general conditions in the area surrounding the structure. A digital photograph of each structure will be taken from above ground, showing the structure and its proximity to identifying features or landmarks.

The purpose of structure assessment is to determine the location, physical condition and possible defects in all structures designated and approved by the **PARISH**. Information obtained during the physical survey will be utilized in determining rehabilitation costs and methods.

As a component of the inspection, **CONTRACTOR** will collect GPS coordinates (x, y and z) of every structure with centimeter-grade precision. **CONTRACTOR** will utilize real-time corrections to collect the GPS data directly into ESRI's ArcGIS Online platform. This data can be imported into the **PARISH's** GIS mapping system. A digital photograph taken from above ground to show the structure and its proximity to identifying features or landmarks will be associated as an attribute of the GIS data.

CONTRACTOR shall utilize pole-mounted, HD zoom cameras to assess pipes during the structure evaluation. Zoom camera inspection will allow for the rapid assessment of how clean or dirty a pipe segment is as well as allowing for the location of significant defects within the pipes such as pipe collapses, considerable offset joints and intruding taps or roots. The process involves lowering a high definition, pole mounted camera equipped with an integrated laser rangefinder to the invert of a structure. Once positioned on the incoming or outgoing pipe segments inside the structure, **CONTRACTOR** will zoom the camera down the pipe segment while watching the footage real-time on a handheld tablet above ground.

Zoom camera pipe inspections will be reviewed using a custom database that utilizes NASSCO PACP guidelines as the basis for making an assessment of each pipe. Debris levels will be categorized on a scale of 0-10.

Documentation

The following is an example of the data required during a structure condition assessment, but is not necessarily limited to:

General Information:

- Structure number
- Basin or manhole
- Address/location description
- Surface conditions, etc.

Structure Characteristics:

- Type
- Surface cover
- Primary construction materials

Pipe Data:

- Size
- Shape
- Material
- Depth to invert
- Flow depth
- Pipe ID or connecting structure

Structure connectivity will be documented in GIS

General Inspection Data:

- Inspector
- Inspection date
- Status

Compliance EnviroSystems, LLC

Hurricane Ida Emergency Recovery Storm Drain and Sanitary System Debris Assessment and Rehabilitation Services

Weather/ground condition:

Defects in structure:

Visible defects

Roots

Debris

Defects in pipes:

Significant PACP defects capable of impeding flow

PACP defects that may create adverse conditions in the future

Deliverables

GIS database with inventory, condition data and photographs shall be submitted to the OWNER.

ESRI ArcMap file, or PDF map if preferred by OWNER.

360 videos in mp4 format.

Zoom camera videos in mp4 format.

Zoom camera inspection reports.

Zoom camera inspection database.

SMOKE TESTING

GENERAL:

Smoke testing is to be accomplished on a limited basis. It will be, at the discretion of the Project Manager, to determine which lines will be smoke tested.

EXECUTION:

The smoke shall be blown by a specially designed gasoline powered blower, located on top of a central manhole. Blower pressure must be adequate to force smoke throughout the isolated storm or sanitary sewer and to the ground surface through cracks, channels, etc., through which rainwater inadvertently enters the sanitary system defects, resulting in soil erosion and undermining of streets and sidewalks. The blower shall deliver no less than 4000 cfm. Only one line segment on each side of the blower shall be tested on a set-up. Where practical, inlets to the system shall be sandbagged or plugged during smoke testing so that sufficient blower pressure can be developed.

If catch basins or manholes are located in the street or in a driveway, adequate safety precautions must be taken, as specified in these Procedures. Plugs or sandbags shall be placed in the lines entering the far upstream structure of the test line segments, and the line exiting the far downstream structure of the test line segments. Care must be taken to ensure that sufficient water head in the lines is not developed to interrupt service to any citizen, or to create hazardous conditions. When all plugs or sandbags are secure, blowers are placed on top of the open structures and started. When the blower is running, a smoke bomb or liquid smoke is simultaneously induced and placed so that smoke is forced into the sewer segment being tested. Smoke shall be blown for a minimum of five (5) minutes and until all leaks are identified. Color flags shall be placed at each smoke leak (except those on building roofs) to indicate

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intensity of smoke: heavy intensity — red medium intensity — yellow light intensity — blue.

The front, back, and side of buildings; sewer rooftop vents, roof drains, storm manholes, inlets, ditches, and the surface along the main sewer line shall be checked for the presence of smoke. During the testing, a field inspection test report and service line field inspection test report shall be completed by the **CONTRACTOR**.

DOCUMENTATION OF TESTS:

Observations of leaks at the structure and along the sanitary system or drainpipe shall be recorded on a field inspection report form. The information recorded on this form shall include line number, description, and location of any leaks observed. Also included shall be a sketch on the line layout. Digital color photos shall be taken of all manhole leaks, lateral leaks, service line leaks, and mainline leaks. The main purpose of the photograph is to locate the leak for future testing or rehabilitation purposes. The digital color photos should show smoke emitting from the located leak. The "Smoke Test Report" form shall be used to record the inspection results. Forms will be obtained from the Project Manager.

NOTIFICATION OF RESIDENTS:

The following steps will be taken for notifying the citizenry local officials of smoke testing. If possible, twenty-four to forty-eight hours prior to starting work a handbill, announcing and describing the smoke testing program will be distributed to each household or commercial establishment located in the area to be smoke tested. Close communications between the **CONTRACTOR**, local officials, the police department, and fire department will be maintained to avoid major problems. Minimum footage issued in a work order for smoke testing will be 3,000 feet within a limited geographical area. The **CONTRACTOR** must notify the **Director** no less than 48 hours in advance of smoke testing.

The **CONTRACTOR** must notify the fire department before testing begins, on each day of smoke testing. Any fire stations located in the area of testing should also be notified daily by the **CONTRACTOR** prior to testing. The scheduled work for the day and the general area of testing should be indicated 24-hours in advance. Hospitals, nursing homes, and schools must be notified, by the **CONTRACTOR**, the day of testing no less than one (1) hour prior to the actual test.

DYE-WATER FLOODING

GENERAL:

Dye water flooding will be used to trace and identify specific defects, which are causing or could cause soil erosion and degradation to the storm sanitary system. Dye-water flooding will also be used to located cross connections between sanitary and storm sewers. Dye-water flooding may also be used on other inflow services, such as leaks within five (5) feet of a structure. Dye used in this operation shall be non-toxic and shall conform to all local, state, and federal guidelines.

EXECUTION:

Dye-water flooding will be accomplished by flooding the ground surface, or a line segment, with color-dyed water to simulate a storm water runoff condition. Dye-water flooding may be accomplished in conjunction with television inspection. It will be at the discretion of the Director to determine which lines will be dyewater flooded. A minimum waiting period of 30 minutes for dye-water flooding will be required when no resulting leaks are observed. Water for use in dye-water flooding may be obtained from the **PARISH** Water System, provided the **CONTRACTOR** obtains and uses a water meter from the Department of Water. The **CONTRACTOR** will be responsible for the payment of all costs for water used.

DOCUMENTATION OF TEST:

The results of the dyewater flooding and testing must be recorded on a report form. The information recorded on this form must include location of manhole or line flooded, lines plugged, location(s) flooded along line, locations of leaks observed in sanitary or drain systems. Digital color photos must be taken of the dye-flooding in progress and when possible, digital color photos should be made of the leaks located. The "Dyewater Test Form" must be used to record the results. A sketch of the line layout with locations plugged and flooded must be included on the Form.

CLEANING

GENERAL:

The intent of storm or sanitary sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity, or as required for proper seating of internal pipe joint sealing packers. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning from being accomplished, or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the **CONTRACTOR** will not be required to clean those specific sections. A daily log must be maintained to record the location of the manholes, catch basins, wet wells sanitary, and drain lines cleaned; lengths of the lines cleaned; method of cleaning; line sizes; and volume and type of debris removed.

EQUIPMENT:

The equipment, which is expected to be used for the cleaning work on this project, is a high velocity combination sewer cleaner and vacuum truck supplying water at a minimum of 80 gpm at a minimum of 2000 psi.

EXECUTION:

If the cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning attempted again. If successful cleaning cannot then be performed, it will be assumed that a major blockage exists. The cleaning efforts will then be abandoned until an excavation and "point repair" can be made by **PARISH** supplied forces. The cleaning operation can then be resumed. The **CONTRACTOR** will be paid for the initial cleaning attempt. After

removal of the blockage the **CONTRACTOR** will again clean the line section. The **CONTRACTOR** will be paid for the second cleaning at the same rate as the initial cleaning. All sludge, dirt, sand, grease, rocks, and other solid or semi-solid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. Passing material from manhole section, which could cause line stoppages, accumulations of sand in wet wells or damage pumping equipment, will not be permitted.

The **CONTRACTOR** will not be responsible for removing mortar or other material, which is securely attached to pipe walls or joints. Cleaning will be complete when video inspection of the pipe indicates that all loose debris has been removed, so that the entire pipe wall is visible.

DISPOSAL OF MATERIALS:

Materials shall be disposed of from the work site at the end of each workday. The **CONTRACTOR** will provide satisfactory evidence daily to the **PARISH** of the amount of material removed from the pipes. These quantities will be subjected to certification, as deemed necessary by the Project Manager. The **CONTRACTOR** will be responsible for the disposal of materials removed during the cleaning process. The **CONTRACTOR** must adhere to all local, state, and federal guidelines in disposal of this material.

CLEANING OF WETWELLS:

The **CONTRACTOR** will be required to clean sanitary sewer system wet wells in conjunction with sewer pipeline cleaning. Removal of all loose debris from wet wells will be required when cleaned.

REMOVAL OF SEWAGE FROM SANITARY SYSTEM BY VACUUM OR PUMP TRUCKS:

The **CONTRACTOR** will be required to pump sewage out of wet wells and manholes and transfer it to areas as designated by the Director, Assistant Director, or the Project Manager. This is an emergency operation that will allow the residents the use of their sanitary facilities. **CONTRACTOR** may use vacuum trucks or large pump out trucks to remove the sewage from the wet wells and/or manholes.

VIDEO INSPECTION

GENERAL:

When cleaning is completed, the **CONTRACTOR** will proceed with the video inspection.

It is the intent of the **PARISH** to determine applicable cost-effective rehabilitation and repair techniques based on video inspection performed on this contract.

EXECUTION:

Pipe inspection shall be accomplished by one of the following methods:

Television Inspection of 6" thru 24" Mainline Pipe

The **CONTRACTOR** shall use a pan and tilt articulating lens closed circuit color video system to remotely inspect the pipe. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, the video recorder, and other components of the video system shall be capable of producing the picture quality required to properly evaluate the condition of the pipe being inspected.

Depth of flow shall not exceed that shown below for the respective pipe sizes measured in the manhole.

Maximum Depth of Flow for Television Inspection: 6" — 10" pipe20 % of pipe diameter 12" — 24" pipe 25% of pipe diameter

The **CONTRACTOR** will be required to dewater pipe depths as necessary to allow the required visibility. This dewatering will be considered incidental to the video inspection. Picture quality and definition shall be to the satisfaction of the Project Manager.

Plugging: A sewer line plug shall be installed upstream of the section being worked. The plug shall permit a portion of the sewerage to be released. After the work has been completed, sewage flow should be restored to normal.

Sewer plugs shall be installed in the influent pipe of a manhole. The plug shall be equipped with an air hose to permit deflation from above ground. A strong rope should be attached to enable the plug to be quickly pulled out of the manhole. The **CONTRACTOR** will be responsible for preventing a plug from being pushed into the outgoing pipe when stored sewage is released.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case will the television camera be moved at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the line. If, during the inspection operation, the television camera will not pass through the entire section, due to an obstruction such as a dropped joint, crushed pipe, etc., the **CONTRACTOR** shall set up his equipment so that the inspection can be performed from the opposite end. If, again, the camera fails to pass through the entire section because of an obstruction, the inspection shall be considered complete at that time. When manually operated winches are used to pull the television camera through the line, radios, or other suitable means of communication must be set up between the two ends of the section being inspected to insure good communication between crew members.

The importance of accurate distance measurements is emphasized. Measurement for location of defects and service connections must be done with a metering device located in the video inspection van. The footage reading of the counter must be displayed at all times on the monitor and on

videotape. Marking on the cable, or the like, which would require interpolation for manhole depth, will not be allowed. Accuracy of the distance meter shall be checked by use of a tape, and the accuracy shall be within 1%.

The location of all significant pipe defects must be recorded on the inspection log including, but not limited to, cracked and missing pipe, degree of pipe deterioration, open or shifted joints, leaking joints, leak estimates, crushed pipe, and obstruction. The log must also show pipe type, size, depth, manhole locations, and location of all service connections. In addition, as part of the mainline video inspection, the **CONTRACTOR** must determine and record the street number addresses of all observations.

The **CONTRACTOR** performing the videoing shall be responsible for the accuracy of addresses and assessed point repair footages provided under this contract.

After issuance of a video inspection work order, but prior to initiation of field inspection work, the **CONTRACTOR** will field survey the work order area to determine of this manhole addresses qualifiers. Upon completion of this manhole survey, the **CONTRACTOR** will submit a complete mainline inventory of all manholes in the work order scope to the **Director** for approval. The **CONTRACTOR** must use the **PARISH** addressing standard for this inventory.

A digital MPEG recording, using software compatible with Peninsular Technology's software, should be made, by the **CONTRACTOR**, of all pipe sections video inspected. The recording will include a complete "Color" video of the entire inspection. The video inspection must have the capability of permanently displaying on the video tape, information concerning the pipe inspected, including project number, data, street name, manhole designations, size of pipe, and the footage counter. On at least a bi-weekly basis (emergency permitting), the **CONTRACTOR** will deliver, to the **PARISH**, a computer media containing all field investigation data collected during the week, and television inspection data, as provided in Sections 24 & 25, which shall be completed during each video inspection. For the duration, the **CONTRACTOR** will maintain a local library containing a copy of all video recording generated on this Contract. All the data gathered in the field investigation shall be uploaded into a system compatible with Lucy software. All codes must follow the St. John the Baptist Parish Standards.

Video inspection activities may be coordinated with dye-flooding when directed by the Project Manager.

The **CONTRACTOR** will be paid for the actual linear feet of pipe inspected at the unit bid prices for the various sizes of sanitary or storm sewer pipes. The **CONTRACTOR** will be paid additional compensation for television inspection when a reverse setup is required because of an obstruction in the pipe by which the camera cannot pass. A "reverse setup" occurs when a line section must be television inspected from both directions because an obstruction halted camera progress from the initial setup. The **CONTRACTOR** will be paid for the initial inspection attempt as though it was satisfactorily completed. Whenever a re-inspection is performed after removal of the obstruction, the **CONTRACTOR** shall be paid again at the same rate as for the first video inspection.

TRAFFIC REGULATIONS

REQUIREMENTS:

The **CONTRACTOR** will be responsible for the development and implementation of a traffic control device plan (TCDP), which will provide for the safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate area of actual construction, which interferes with the driving or walking public. The TCDP must comply with the requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD), as revised, and with the general requirement stipulated below.

The TCDP for the site shall address the conditions for providing traffic flow within the zone during the influence of construction. The TCDP shall be schematically drawn on sheet(s) large enough to show adequate details and be easily readable and reproducible. If larger than eleven inches by seventeen inches (11" x 17"), the sheet(s) shall be submitted with a reproducible transparency so the Director can produce additional copies, as needed.

The TCDP must be designed and stamped by a Professional Engineer registered in the State of Louisiana, who is qualified by education and experience. Said Engineer must perform this work to the standards of practice established by the Louisiana State Licensing Board for Professional Engineers and Land Surveyors. This project will involve the following:

Traffic Control through Construction Zones:

Urban experience in MUTCD applications, plan preparations, studies in volume, speed, pedestrians, and tort liability

The **CONTRACTOR** must submit copies of the TCDP to the Engineer for the Director's review and approval. Such approval is required prior to the start of any work, which might affect the traffic pattern in the area.

Traffic Control:

The necessary precautions shall include, but not be limited to proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operation). The **CONTRACTOR** will be responsible for installation and maintenance of all devices and requirements, for the duration of the construction period.

All work shall be performed in accordance with LDOTD standard specification, 2006 edition, except as noted. In addition to items shown on the plans, traffic control devices shall be in accordance with the MUTC.

The **CONTRACTOR** will be responsible for removal, relocation, or replacement of any traffic control device in the construction area, which exists as part of the normal pre-construction traffic control scheme. Any such actions will be performed by the **CONTRACTOR** under the supervision of the Department and in accordance with the Specifications, unless otherwise specified.

The **CONTRACTOR** will consult with the **Director** immediately, on any vehicular/pedestrian safety or efficiency problem incurred as a result of construction of the project. If warranted, the **CONTRACTOR's** Engineer must make adjustments to the TCDP, and the **CONTRACTOR** must immediately implement the revised TCDP.

The **CONTRACTOR** is responsible for daily monitoring of traffic control devices and must make appropriate changes to correspond to conditions.

A qualified Engineer must be provided by the **CONTRACTOR** to inspect the job site at the beginning of the project, after significant changes, and at 30-day intervals or more frequently, depending on the duration of the construction activity. A written report submitted to the **CONTRACTOR** and **Director**, verifying compliance with the plan, adequacy of traffic control devices, and operating conditions will be required for each inspection. All deficiencies noted by the report must be corrected by **CONTRACTOR**.

As stated above, the **CONTRACTOR** will be responsible for development of a TCDP whenever normal traffic patterns are altered. Development of a "general" TCDP, which may be used in most residential areas on low volume streets (pending approval of the Director) shall be considered a subsidiary obligation of the **CONTRACTOR**. Traffic Control Device Set Up, and Traffic Control Device Operation for implementation of this TCDP will also be considered a subsidiary obligation of the **CONTRACTOR**.

EXECUTION:

In these notes, the term "ENGINEER" shall mean "QUALIFIED TRAFFIC ENGINEER".

The design and application of all signals, pavement markings, channelizing devices, and warning signs must conform to the "Louisiana Manual on Uniform Traffic Control Devices", newest Edition as Revised.

Channelizing and delineation devices must be used to mark all construction areas. These must be Type II and/or Type III barricades, and/or barrels, all fully reflectorized with lights.

Traffic control devices must be used to mark all construction areas. These must be Type II and/or Type III barricades, and/or barrels, all fully reflectorized with lights.

Any temporary devices not applying to an appropriate situation, or that are no longer required, must be covered, removed, or obliterated by the **CONTRACTOR**.

The roadway and all traffic control devices must be restored to original conditions by the **CONTRACTOR**.

All excavation must be covered, backfilled, or protected, as directed by the Director, fully delineated (See Note 2) at night, and when work is not in progress. Excavated pits, etc. must be fully fenced or barricaded (See Note 2), to prevent access by pedestrians.

All materials and machinery must be stored outside of the road surface, creating no sight problems, and fully delineated, as in Note 2.

If sections of roadway are totally closed, the **CONTRACTOR** must notify the Sheriff's Traffic Division, 911 Operations, the Fire Department, and any major traffic generators (i.e. schools, etc.). A three-working day, minimum, advance notice will be required.

On totally closed sections of the roadway, the **CONTRACTOR** must provide access for local traffic only.

Barrels used for channelizing and delineation devices as part of this traffic control device plan must be weighted with sandbags, and fully reflectorized, with lights.

The **CONTRACTOR** must check traffic control devices on a daily basis. At a minimum, these devices must be checked when beginning and ending the workday, to insure adherence to the plans, and proper adequacy of devices for day and night visibility. On weekends, devices must be checked a minimum once per day.

The Engineer must inspect the job site at beginning and end, after significant changes, and at 30-day intervals. A written report must be submitted to the **CONTRACTOR**, and to the **Director**, verifying compliance with the plan, adequacy of traffic control devices, and operating conditions. All deficiencies noted by the report must be corrected by the **CONTRACTOR**. The **CONTRACTOR** must notify the Engineer immediately of any significant changes to the traffic control devices and operating conditions.

Flagman and/or Sheriff's control must be provided, as needed, and specified by the Engineer.

At the time of construction, any additional traffic control devices which may be required by the Engineer, the Owner, or the **CONTRACTOR** must be provided by the **CONTRACTOR**.

Yellow, high visibility, pennant barrier flagging (nylon rope with plastic pennants) must be strung between Type II barricades and barrels/drums, only as directed by the Engineer.

This traffic control device plan indicates general traffic control devices to be used on this project. It is anticipated that conditions will vary, depending on the phase under construction. The arrangement of those devices will be reviewed on a day-to-day basis. Should the **CONTRACTOR** have any question as to the arrangement of the devices, the Director shall be notified to make an inspection of the site.

The **CONTRACTOR** must provide for the movement of pedestrians at all times during construction.

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Care should be taken to keep existing sidewalks free of obstructions that may hinder pedestrian movements. If existing sidewalks must be obstructed, the **CONTRACTOR** must provide for the movement of pedestrians by posting appropriate signing, such as, "Sidewalk Closed — Use other Side of Street". Signing shall be reflectorized, and lighted at night. Also, where trenches are excavated outside of the roadway surface, the **CONTRACTOR** must provide at least one accessible crossing of the backfilled trench area for each dwelling, for use by pedestrians.

The **CONTRACTOR** shall provide as much access as possible to area businesses.

DITCH CLEANING

GENERAL:

Upon authorization by the Director, the **CONTRACTOR** shall perform ditch cleaning on roadside storm ditches when it is determined that debris or silt in the ditches is impeding the normal flow of the ditch and keeping it from fulfilling its intended purpose.

DISPOSAL OF MATERIALS:

Materials shall immediately be disposed of from the work site. The **CONTRACTOR** will be responsible for the disposal of materials removed and must adhere to all local, state and federal guidelines in disposal of this material.

DOCUMENTATION

A daily log must be maintained to record the ditch location, method of cleaning, the width, depth and length of the ditch cleaned, and an estimate of the volume and type of debris removed.

CONSTRUCTION PHOTOGRAPHS AND DOCUMENTATION OF THE WORK

GENERAL:

Construction photographs are a mandatory requirement of this contract. **CONTRACTOR** shall be responsible for the production of construction photographs as provided herein.

The intent of the photographs is to record the work in progress and show general views of the project as well as interesting items of the work. Photographs of each work item shall consist, at minimum, the following three items:

Location Photos – Photo shall be taken showing the general surroundings nearest the catch basin or manhole being worked on. The photo shall be taken at least ten (10) feet away to include the structure with another identifying landmark that can easily be used to locate the structure after work is complete. Examples of landmarks include closest building/home, utility poles, signs, trees, etc.

Before Photos – Photo shall be taken of the inside of the structure (directly down into the catch basin or manhole) to show pre-existing conditions and can be used to verify inspection results of the **CONTRACTOR**. Photos showing exterior of structure shall be taken as needed.

After Photo – Photo shall be taken from same vantage point (directly down into the catch basin or manhole) showing post work completion. Exterior photos of the structure shall be taken as needed to verify post- inspection work.

The photographs shall be taken in sufficient frequency to clearly document the damaged area and all stages of the repair work performed.

In all items listed above, the catch basin ID or manhole ID shall be written upon a dry erase board and be included within the photo to be used as a unique identifier for the catch basin or manhole. The IDs will be supplied to the **CONTRACTOR** prior to work commencing.

The camera to be used to take the photos shall be GIS-enabled so that the X/Y locations will be encoded into the header of every image. Camera should also be able to imprint (timestamp) the x/y and date/time information within the frame of every image.

SUBMITTALS:

Images shall be submitted electronically to the Owner on a weekly basis and include, at minimum, the following information:

Catch Basin/manhole Folders with all images in the folder for the specific structure. Folder name will be the assignment ID provided by the **PARISH**.

Name and address of **Contractor**.

Catch Basin/manhole GIS ID

Nearest Address

Any Notes/Comments regarding additional work needed (i.e. point repair, manhole repair, catch basin brick work, catch basin framework)

Date/Time photograph was taken.

Was catch basin laterals cleaned? Y or N

LFT of catch basin lateral cleaned.

LFT of main drain lines cleaned from manhole to manhole.

The above items shall be compiled into an excel spreadsheet showing all relevant information for every completed catch basin along with the images requested.

Photographic files and disks become the property of the **PARISH**. Do not publish photographs without written consent by the **PARISH**. Submit three sets of Progress Photographs CDs with each Application for Payment at the times established for submittal of Applications for Payment. Monthly Applications for Payment shall be deemed incomplete if not accompanied by the required Progress Photographs. **CONTRACTOR's** failure or election to not submit a monthly Application for Payment shall not affect the requirement for monthly Progress Photographs. Submission of a CD may be waived by the Director.

The **CONTRACTOR** shall coordinate with the **PARISH** representative to ensure all work is quantified at

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the end of the day in a daily report sheet. Daily report shall include at a minimum number of catch basins cleaned with corresponding numbers, number of structures cleaned with corresponding numbers, number of trips to disposal facilities, liner feet of main drain lines cleaned, linear feet of drain lines surveyed.

Exhibit B
PRICE SCHEDULE

For each task in Exhibit A, the work is to be initiated only upon receipt of written Notice to Proceed from the **Director**.

Submit applications for payment to the **Director** in accordance with the schedule established by Conditions of the Contract.

FORMAT AND DATA REQUIRED

- A. Submit payment requests in the form required by Director with itemized data typed on 8-1/2" x 11" white paper continuation sheets.
- B. Provide itemized data on continuation sheet: Format, schedules, line items, and values.

SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:

- A. All payment requests must be accompanied by a Certificate of Payment, a signed affidavit regarding previous payment received, and a short progress narrative describing work performed since previous payment submittal.
- B. When the **Director** requires additional substantiating data, the **CONTRACTOR** must submit suitable information, with a cover letter.
- C. Submit two (2) copies of all data required with a cover letter for each monthly pay request. Any additional substantiating data requested must also be submitted as required in Part B above.

PREPARATION OF APPLICATION FOR FINAL PAYMENT:

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

SUBMITTAL PROCEDURE:

- A. Submit applications for payment to the **Director** at the times stipulated in the Agreement.
- B. Number: Two (2) copies of each application

CONTRACT CLOSEOUT

REQUIREMENTS INCLUDED:

The **CONTRACTOR** must comply with the requirements stated in the Conditions of the Contract, and in specification for administrative procedures in closing out the work.

FINAL ADJUSTMENT OF ACCOUNTS:

- A. Submit a final statement of accounting to the Director.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum
 - 2. Additions and deductions resulting from:
 - 3. Cap Increase
 - 4. Total Contract Sum, as adjusted.
 - 5. Previous payments
 - 6. Sum remaining due

FINAL APPLICATION FOR PAYMENT:

The **CONTRACTOR** must submit the final application for payment, in accordance with the procedures and requirements stated in the conditions of the **Agreement**.

CONTRACTOR'S CLOSEOUT SUBMITTALS TO DIRECTOR:

- A. Project Record Documents
- B. Warranties and Bonds
- C. Certificate of Insurance for Products and Completed Operations

PAYMENTS

The **CONTRACTOR** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

Payment for the various items of the Price Schedule shall include all compensation to be received by the **CONTRACTOR** for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals related to the items of work being described. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule and all costs therefore shall be included in the prices named in the Bid Schedule for the various items of work.

ESTIMATED QUANTITIES:

This is a unit price emergency **Agreement** and the quantities shown on the Price Schedule are for comparison of bids only. Items of work performed under this **Agreement** will be on an as needed basis and actual quantities installed may vary significantly from the quantities stated in the Price Schedule (Quantities shown may be increased, decreased, or not used at all.)

FUNDS

Payment to the **CONTRACTOR** under this **Agreement** shall be from the damage allowance assessment provided by FEMA to St. John the Baptist Parish for 90% of the costs and St. John the Baptist Parish funds for 10% of the cost.

MEASUREMENT AND PAYMENT

1. PHYSICAL INSPECTION OF MANHOLES, CATCH BASIN & WET WELLS:

A. Measurement: Measurement for payment of physical inspection of manholes, catch basins, and wet wells will be per each structure inspected.

B. Payment: Payment for this item will be made at the contract unit bid price per each and shall constitute full compensation for all labor, materials, and equipment required to complete this item as specified in Section 3.

2. SMOKE TESTING:

A. Measurement: Measurement for payment of smoke testing shall be made per linear foot, with measurement being made between centerlines of consecutive manholes or catch basins for the line segment tested.

B. Payment: Payment for smoke testing will be made at the unit bid price per linear foot of pipe tested, in accordance with these specifications and shall constitute full compensation for supplying all necessary labor, materials, equipment, and incidentals.

3. DYE-WATER FLOODING:

A. Measurement: Measurement for payment of dye-water flooding will be made per hour required to complete the task specified for each individual work order. A two-hour minimum will be allowed for each work order.

B. Payment: Payment for dye-water flooding will be made at the unit bid price per hour and shall constitute complete compensation for all labor, materials, and equipment required to complete this testing, as specified herein.

4. CLEANING STORM OR SANITARY SEWER LINES:

A. Measurement: Measurement for payment of cleaning storm or sanitary sewer pipe and associated manholes and catch basins shall be per linear foot of the size and type of line, with measurement being made between centerlines of consecutive structures for the line segments and structures cleaned.

B. Payment: Payment for cleaning storm or sanitary sewer lines and associated structures shall be made at the unit bid price per linear foot for various pipe sizes and debris level. Payment shall constitute full compensation for all labor, materials, and equipment necessary to complete this item of work, as specified herein and shall include all costs associated with debris removal and disposal.

5. CLEANING WET WELLS:

A. Measurement: Measurement for payment of cleaning sanitary wet wells will be per gallon required to complete the task specified for each individual work order. This task is for cleaning the wet wells of all sewage and debris in the wet well. This method will only be used in cases where no other method of emergency sewer service is available.

B. Payment: Payment for cleaning wet wells shall be made at the unit bid price per gallon and shall constitute complete compensation for all labor, materials, and equipment necessary to complete this item of work as specified herein, including the disposal of the sewage and debris removed.

6. SEWAGE REMOVAL FROM SANITARY SEWERAGE SYSTEM:

A. Measurement: Measurement for payment of sewage removal from sanitary sewerage system, including wet wells, will be per gallon required to complete the task, by vacuum truck or large pumping truck, as specified in the work order, or as directed by the **Director**.

B. Payment: Payment for removal of sanitary sewage from the sewerage system, mainlines, manholes, and wet wells, shall be made at the unit bid price per gallon and shall constitute complete compensation for all labor, materials, and equipment necessary to complete the item of work, as specified herein, including the disposal of the sewage and debris removed.

7. RADIAL VIEW COLOR CAMERA EVALUATION VIDEO:

A. Measurement: Measurement for payment of radial view color camera evaluation video will be made per linear foot, with measurement being made between centerlines of consecutive structures for the line segments televised. The use of a radial view color camera will be specifically directed by the **Director**.

B. Payment: Payment for radial view color camera evaluation video will be made at the unit bid price per linear foot and shall constitute full compensation for all labor, materials, and equipment necessary to complete the item specified.

8. TELEVISION INSPECTION WITH DYE-FLOODING OR EXFILTRATION:

A. Measurement: Measurement for payment of television inspection with either dye-flooding or exfiltration testing shall be per linear foot, with measurement being made between centerlines of consecutive structures for the line segments televised.

B. Payment: Payment for television inspections with either dye-flooding or exfiltration testing shall be made at the unit bid price per linear foot for the various sizes of storm or sanitary sewer lines televised. It shall include complete compensation for all labor, materials, and equipment necessary to complete this item of work, as specified herein.

9. REMOTE ILLUMINATION OF 15 INCH THRU 24 INCH PIPE:

A. Measurement: Measurement for payment of remote illumination pipe inspection will be made per each pipe section inspected. This item will typically be performed on pipe sections of less than fifty (50) feet in length.

B. Payment: Payment for remote illumination pipe inspection will be made at the unit bid price for each pipe section inspected.

10. ADDITIONAL SET UP FOR TELEVISION INSPECTION:

A. Measurement: Measurement for this item will be made per each additional setup required, due to an obstruction in the line being televised. Initial setup for inspection required for normal operation will not be measured separately nor included in this item.

B. Payment: Payment will be made at the unit bid price per each additional setup required. Separate payment will be made for the actual linear footage of line televised due to a "reverse Setup".

11. SITE SPECIFIC TRAFFIC CONTROL DEVICE PLAN:

A. Measurement: Measurement for payment of development of each plan will be made on a per each basis for each location directed by the **Director**.

B. Payment: Payment for developing Site Specific Traffic Control Device Plans in accordance with the requirements of the specifications will be made at the unit bid price per each.

The unit price shall be considered full compensation for this item and will include all labor, materials, Engineering Services, and any other services required for development of the Plan.

12. TRAFFIC CONTROL DEVICE SET-UP:

A. Measurement: Measurement for payment of each set-up shall be made on a per each basis for each location directed by the **Director**.

B. Payment: Payment for completing each Traffic Control Device Set-up will be made at the unit bid price per each. This set-up will be in accordance with the Site-Specific Traffic Control Device Plan, previously approved by the **Director**.

13. TRAFFIC CONTROL DEVICE OPERATION:

A. Measurement: Measurement for payment shall be made on a "per day" basis. A day shall be considered 24 continuous hours of operation. This shall be used only as directed by the Director.

B. Payment: Payment for each "day" of operation shall be considered full compensation for maintaining the approved traffic control device plan. Maintenance will include all necessary labor, equipment, materials, traffic engineering services, and other incidentals as required. Payment for each fraction of a day will be made as follows: Payment for operation of over 12 to 24 hours will be considered a full day. Payment for 1 to 12 hours will be considered a half day.

14. TRAFFIC FLAGMAN:

A. Measurement: Measurement for payment shall be made on a unit price basis per hour required to fulfill the requirements of the Traffic Control Device Plan.

B. Payment: Payment for providing a traffic control flagman will be made at the unit bid price per hour, as authorized by the Director or Project Manager. Payment will constitute full compensation for all labor, materials, travel expenses, supervision, and related items necessary to complete each day of implementation or training, as dictated by the **Director**.

15. DITCH CLEANING

A. Measurement: Measurement for payment for ditch cleaning shall be per cubic yard of ditch cleaned.

B. Payment: Payment for ditch cleaning shall be made at the unit price bid per cubic yard of ditch cleaned regardless of the level of effort required to clean the ditch. This item shall only be utilized for small street ditches and will not be utilized for areas considered major drainage canals. Payment shall constitute full compensation for all labor, materials and equipment necessary to complete this item of work, as specified herein and shall include all costs associated with debris removal and disposal.

16. DITCH CLEANING

A. Measurement: Measurement for payment for ditch cleaning shall be per cubic yard of ditch cleaned.

B. Payment: Payment for ditch cleaning shall be made at the unit price bid per cubic yard of ditch cleaned regardless of the level of effort required to clean the ditch. This item shall only be utilized for small street ditches and will not be utilized for areas considered major drainage canals. Payment shall constitute full compensation for all labor, materials and equipment necessary to complete this item of work, as specified herein and shall include all costs associated with debris removal and disposal.

17. STORM DEBRIS DISPOSAL

A. Measurement: Measurement for payment for storm debris disposal shall be per ton of debris removed from the storm drain system and disposed of at the approved landfill. Signed load/dump tickets must be provided with invoices.

B. Payment: Payment for storm debris disposal shall include all costs associated with the cleaning, removal, hauling and disposal of debris from storm drain structures and pipes.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. John the Baptist Parish Council
1811 W. Airline Highway
Laplace, LA 70068
(Owner to provide name and address of owner)

BID FOR: Hurricane Ida Emergency Recovery Storm
Drain and Sanitary Sewer System Debris Assessment
and Rehabilitation Services
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	MANHOLE, CATCH BASIN AND WETWELL INSPECTION		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0001	130	EA	\$140.00	\$18,200.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SMOKE TESTING (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0002	10,000	LF	\$0.50	\$5,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	DYE WATER FLOODING (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0003	10	HR	\$300.00	\$3,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 6 INCH THRU 10 INCH STORM DRAIN OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0004	14,000	LF	\$3.00	\$42,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 12 INCH THRU 18 INCH STORM DRAIN OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0005	190,000	LF	\$3.00	\$570,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 21 INCH THRU 36 INCH STORM DRAIN OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0006	30,000	LF	\$3.00	\$90,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 42 INCH THRU 60 INCH STORM DRAIN OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0007	5,000	LF	\$3.00	\$15,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 6 INCH THRU 10 INCH SANITARY SEWER OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0008	235,000	LF	\$1.50	\$352,500.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLEAN 12 INCH THRU 18 INCH SANITARY SEWER OF DEBRIS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0009	3,000	LF	\$3.00	\$9,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOVE SANITARY SEWAGE BY VACUUM OR PUMP TRUCKS UP TO 16,000 GALLONS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0010	16,000	GL	\$0.75	\$12,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOVE SANITARY SEWAGE BY VACUUM OR PUMP TRUCKS UP TO 32,000 GALLONS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0011	32,000	GL	\$0.75	\$24,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOVE SANITARY SEWAGE BY VACUUM OR PUMP TRUCKS UP TO 90,000 GALLONS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0012	90,000	GL	\$0.75	\$67,500.00

wording for "DESCRIPTION" is to be provided by the Owner
All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. John the Baptist Parish Council
1811 W. Airline Highway
Laplace, LA 70068
(Owner to provide name and address of owner)

BID FOR: Hurricane Ida Emergency Recovery Storm
Drain and Sanitary Sewer System Debris Assessment
and Rehabilitation Services
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
 Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	VIDEO INSPECTION/RADIAL VIEW CAMERA IN 6 INCH THRU 12 INCH PIPE (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0013	12,000	LF	\$1.30	\$15,600.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	VIDEO INSPECTION/RADIAL VIEW CAMERA IN 15 INCH THRU 24 INCH PIPE (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0014	2,000	LF	\$1.30	\$2,600.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TV/INSPECTION/DYE-FLOODING OR EXFILTRATION TESTING 6 INCH - 12 INCH (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0015	6,000	LF	\$1.30	\$7,800.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TV/INSPECTION/DYE-FLOODING OR EXFILTRATION TESTING 15 INCH - 24 INCH (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0016	1,000	LF	\$1.30	\$1,300.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOTE ILLUMINATION OF 6 INCH - 24 INCH PIPE (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0017	10	EA	\$150.00	\$1,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	ADDITIONAL SETUP FOR TV INSPECTION 6 INCH THRU 12 INCH PIPE (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0018	10	EA	\$250.00	\$2,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	ADDITIONAL SETUP FOR TV INSPECTION 15 INCH THRU 24 INCH PIPE (STORM OR SANITARY SEWER)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0019	10	EA	\$250.00	\$2,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SITE SPECIFIC TRAFFIC CONTROL DEVICE PLAN		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0020	5	EA	\$1,000.00	\$5,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TRAFFIC CONTROL DEVICE SET-UP		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0021	5	EA	\$1,000.00	\$5,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TRAFFIC CONTROL DEVICE OPERATION		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0022	5	DAY	\$1,400.00	\$7,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	TRAFFIC FLAGMAN		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0023	100	HR	\$75.00	\$7,500.00

Wording for "DESCRIPTION" is to be provided by the Owner
 All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

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Revised per Addendum No. 1, October 12, 2021

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. John the Baptist Parish Council
1811 W. Airline Highway
Laplace, LA 70068
(Owner to provide name and address of owner)

BID FOR: Hurricane Ida Emergency Recovery Storm
Drain and Sanitary Sewer System Debris Assessment
and Rehabilitation Services
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
 Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	DITCH CLEANING		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0024	2000	CY	\$80.00	\$160,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	STORM DEBRIS DISPOSAL		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
0025	100	TON	\$875.00	\$87,500.00

Wording for "DESCRIPTION" is to be provided by the Owner
 All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

EXHIBIT C
Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if **Contractor** is a General **Contractor**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some Agreement may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.



September 9, 2021

COMPLIANCE ENVIROSYSTEMS, LLC (CES)

CORPORATE RESOLUTION:

Pursuant to the authority vested in me as the President of Compliance EnviroSystems, LLC (CES) and the authority granted to me by the operating agreement of the Corporation, I hereby appoint myself, Brad L. Dutruch, as Managing Member and President of the Corporation and Joshua T. Hardy as Vice-President of the Corporation. As such, the aforementioned individuals are authorized and empowered to execute contract documents on behalf of the Corporation to perform sewer pipeline survey activities and any such related activities and to take such actions as is or may be necessary and appropriate to carry out the projects, activities and work of the Corporation.

Furthermore, I appoint Matt Brumfield as Secretary and Attesting Officer of the Corporation.

Respectfully,


Brad L. Dutruch
President
COMPLIANCE ENVIROSYSTEMS, LLC (CES)
1401 Seaboard Drive
Baton Rouge, LA 70810
brad@ces-sscs.com
www.ces-sscs.com

1401 Seaboard Drive Baton Rouge, LA 70810
Atlanta, GA

New Castle, DE

T: 225.769.2933 F: 225.769.2939
Memphis, TN

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-152

Councilman Wright proposed and Councilwoman Houston seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AWARD STORM DRAIN AND SANITARY SEWER SYSTEM DEBRIS ASSESSMENT AND REHABILITATION SERVICES TO COMPLIANCE ENVIROSYSTEMS, LLC

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish: and,

WHEREAS, Compliance EnviroSystems, LLC was the only proposal submitted that was reviewed and scored by the Source Selection Committee: and,

WHEREAS, services will include the assessment and rehabilitation of existing storm and sanitary sewer mains, television inspection and dyewater flooding, smoke testing, cleaning and physical inspection of catch basins, manholes and wet wells damaged by Hurricane Ida: and,

WHEREAS, it will be funded through the Public Works Department and FEMA reimbursement.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish council to execute the Professional Services Agreement between St. John the Baptist Parish and Compliance EnviroSystems, LLC.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Becnel, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None

ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 9th day of November 2021.



Council Chairman



Secretary

Approved: X

Veto: _____

Parish President

26 25 24 23 22

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 9th day of November, 2021.

Signed at Laplace, Louisiana this 9 day of Nov 2021.

Jackie Landeche
Secretary

